



FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

AUG 28 2012

PATRICIA PRESLEY COURT CLERK

by [Signature]

PHUONG N. TRAN, an individual, )

Plaintiff, )

vs. )

AMERICAN NATIONAL GENERAL )

INSURANCE COMPANY a/k/a and/or d/b/a )

AMERICAN NATIONAL PROPERTY AND )

CASUALTY COMPANIES, a foreign )

corporation, )

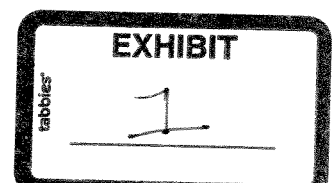
Defendant(s). )

Case No. CJ-2012-5337

**PETITION**

COMES NOW the Plaintiff, Phuong N. Tran, and for her cause of action against the Defendant(s), American National General Insurance Company a/k/a and/or d/b/a American National Property and Casualty Companies, a foreign corporation, (hereinafter also referred to as "Insurance Company"), alleges and states as follows:

1. This Court has jurisdiction and venue over the subject matter and the parties to this proceeding. The date of the subject collision is November 1, 2011 and occurred in Oklahoma City, Cleveland County, State of Oklahoma. A registered service agent in the State of Oklahoma for the Defendant, Insurance Company, is located in Oklahoma City, County of Oklahoma, State of Oklahoma. The Defendant did/does business in Oklahoma County, State of Oklahoma for all relevant periods of time. The Plaintiff alleges injuries and damages in excess of Seventy-five Thousand Dollars (\$75,000.00), exclusive of costs





and interest for all of her causes of action against the Defendant, Insurance Company. This Court has jurisdiction and venue over these causes of action and the parties.

2. On or about November 1, 2011, the Plaintiff was riding as a passenger in a vehicle operated by her brother and said vehicle was lawfully on a public roadway in Cleveland County, State of Oklahoma, when a vehicle operated by a third party and the vehicle the Plaintiff was riding in as a passenger, collided at the intersection located at South Pennsylvania and SW 89<sup>th</sup> Street in Oklahoma City, Oklahoma. The Plaintiff sustained bodily injuries and damages as a result of the subject collision.

3. At the time of the subject collision the Defendant, Insurance Company, had in full force and effect a policy of insurance for the vehicle that Ms. Tran was riding in as a passenger, and that said policy of insurance contained endorsement coverages for uninsured/underinsured motorists coverages (hereinafter also referred to as "UIM").

4. That prior to the filing of this lawsuit, Ms. Tran had attempted to resolve her bodily injury claim for the UIM coverages afforded with the Insurance Company but the Insurance Company refused to resolve the claim of Ms. Tran stating that she should pursue a recovery by other means. Ms. Tran requested and was willing to allow the Insurance Company to make substituted payment of UIM coverages and then allow the Insurance Company to proceed as the Insurance Company saw fit to recover from any third party the amount of UIM coverages paid to Ms. Tran. The Insurance Company still refused to make payment to Ms. Tran.



5. The Plaintiff alleges that the cause of her injuries and damages is due to the negligent acts and/or conduct and/or omissions of third parties, and without any negligence on the part of the Plaintiff contributing thereto, in one or more of the following particulars:

- a. Failure to maintain a safe distance from other vehicles;
- b. Traveling at an excessive rate of speed for existing traffic conditions;
- c. Failure to use the steering and/or braking mechanisms on an automobile to avoid the subject collision;
- d. Operating a motor vehicle in a reckless and careless manner; and/or
- e. Failure to yield.

In addition to the common law acts of negligence which are hereinabove set forth, the Plaintiff alleges said third party/ies' acts and/or conduct and/or omissions are in violation of applicable laws of the State of Oklahoma, statutes and/or ordinances under theories of negligence per se.

6. As a result of the acts and/or conduct and/or omissions of said third party(ies), the Plaintiff has sustained serious, severe, permanent, and progressive bodily injuries. Plaintiff has incurred and will incur in the future reasonable and necessary medical care, treatment, and expense for the injuries sustained in the subject collision; the Plaintiff has sustained physical and emotional pain and suffering in the past, present, and will suffer same in the future; the Plaintiff has realized and will realize in the future loss of enjoyment of life as a result of the injuries and damages sustained in the subject collision, and all of this to her damage in a sum in excess of Thirty Thousand Dollars (\$30,000.00), exclusive of costs and interest.



7. On the date of the subject collision, the Plaintiff was a member of the household which was insured by the Defendant, Insurance Company; and by virtue of not only being a passenger in the insured vehicle, with a policy or policies of automobile insurance coverages issued by the Defendant, Insurance Company, same being in full force and effect on the date of the subject collision, Plaintiff was entitled to all benefits under said insurance coverages. Further, that said policy or policies of insurance contained endorsements for UIM coverages, and that said coverages afforded UIM benefits to the Plaintiff for injuries and damages sustained in the subject collision.

8. The Plaintiff alleges and asserts that pursuant to the applicable law in the State of Oklahoma, the Insurance Company's UIM coverages are "primary" to the extent that Ms. Tran is entitled, per her election, to receive the benefits of said UIM coverages and assign the right of recover of UIM benefits to Insurance Company. Plaintiff has attempted to that very thing by requesting substituted payment of UIM benefits, but the Insurance Company continues deny and refuse to make payment to Ms. Tran for her bodily injuries and damages. Thus Ms. Tran has been forced to file this litigation.

9. The Plaintiff placed Insurance Company on notice of the subject collision and claim for bodily injuries pursuant to applicable coverages in a timely and proper fashion. The Plaintiff has cooperated fully with the Defendant, Insurance Company, in its investigation and alleged evaluation of Plaintiff's claims for bodily injuries under applicable UIM coverages issued by the Defendant, Insurance Company, and in favor of the Plaintiff for



bodily injuries and damages sustained in the subject collision. Plaintiff is entitled to the benefits under the contract of insurance issued by the Defendant, Insurance Company.

10. As a result of the acts and/or conduct and/or omissions of the Defendant, Insurance Company, in failing to properly evaluate and/or unfairly denying or delaying payment of benefits, up to and/or including policy limits of applicable UIM benefits by way of substituted payment to the Plaintiff for injuries sustained in the subject collision; the Plaintiff has realized damages by way of bad faith pursuant to the Insurance Company's failures, denials or refusals relative to the applicable provisions or endorsements UIM of the subject insurance policy. Plaintiff is therefore entitled to damages from Defendant, Insurance Company, for Defendant's/Insurance Company's bad faith conduct and/or acts and/or omissions in a sum in excess of Seventy-five Thousand Dollars (\$75,000.00) for bad faith damages, exclusive of costs and interest. Further, due to Defendant, Insurance Company's, wanton, reckless or indifferent attitude or conduct in dealing with Plaintiff in regard to her UIM claim, Plaintiff seeks and is entitled to an award of punitive damages as against the Defendant, Insurance Company, for a sum in excess of Seventy-five Thousand Dollars (\$75,000.00), exclusive of costs and interest.

WHEREFORE, the Plaintiff, Phuong N. Tran, prays for judgment on her causes of action in favor of the Plaintiff and against the Defendant, American National General Insurance Company a/k/a and/or d/b/a American National Property and Casualty Companies, a foreign corporation, for a sum in excess of Thirty Thousand Dollars (\$30,000.00) actual damages, exclusive of costs and interest, and together with costs and



interest; and for an award of damages for bad faith in favor of Plaintiff and against the Defendant, American National General Insurance Company a/k/a and/or d/b/a American National Property and Casualty Companies, a foreign corporation, in a sum in excess of Seventy-five Thousand Dollars (\$75,000.00) as damages for bad faith, exclusive of costs and interest, and together with costs and interest; and for an award of punitive damages in favor of the Plaintiff and against the Defendant, American National General Insurance Company a/k/a and/or d/b/a American National Property and Casualty Companies, a foreign corporation, in a sum in excess of Seventy-five Thousand Dollars (\$75,000.00) as punitive damages, exclusive of costs and interest, together with costs and interest; and for all other and further relief this Court deems just and proper.



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